

EXHIBIT B



TO JOSE LANE
Southampton, NY 11968
900-132-00-02
www.elliman.com

Costas Kondylis
157 East 81st Street, Apt. 7A
New York, NY

Re: 416 North Main Street, Southampton, NY
SCTM#: 900-132.00-02.00-019.000

This agreement sets forth the terms under which you engage Douglas Elliman Real Estate, a licensed real estate broker (sometimes referred to herein as "DE"), to act as a brokerage agent in the sale of the above-referenced property, (the "Property").

Definitions

An "Exclusive Right To Sell" listing means that if you, the owner(s) of the property, find a buyer for your house or another broker finds a buyer, you must pay DE the agreed commission as set forth below.

An "Exclusive Agency" listing means that if you, the owner of the Property, find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

Type of Agreement and Term

This Agreement provides for an "Exclusive Agency."

This Agreement commences on December 1, 2015 and ends on August 31, 2016, (the "Listing Term").

Commission

Commissions are not set by any authority and you have the right to individually reach an agreement on any fee, commission, or any other valuable consideration with your broker. The commission set forth below has been determined by mutual agreement between the parties hereto.

The gross listing price will be \$3,900,000 and the commission will be 5% of the actual selling price. This commission will be earned when a ready, willing and able buyer is procured for the above price, or you have agreed to another price and terms of sale. The commission shall be paid by you at the time of closing. Your failure to close the transaction will not deprive DE of its commission if it has been earned as described above. If a buyer is procured by you (the Seller), the total commission paid to DE shall be 2% of the gross selling price.

If, during the Listing Term, a closing of the sale of the Property (a "Closing") occurs with any person or entity, the commission will be payable to DE at that Closing. If, on or before the 120th day after the

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expiration of the Listing Term, a Closing occurs with any person or entity to whom the Property was introduced, or who inspected the Property during the Listing Term (including, but not limited to, any person named on a "customer List" which sets forth the names of persons introduced to the Property by DE during the Listing Term, provided by DE to you), the commission will be payable to DE at the Closing.

REAL PROPERTY LAW 294-b NOTICE

- a. Effective January 1, 2009, Broker shall have the rights set forth in Real Property Law Section 294-b. Notice is hereby given to the seller that: **AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT YOU DO NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.**

DE Service

- a. DE will arrange inspections by prospective purchasers, and you will facilitate these inspections in an appropriate manner.
- b. DE will submit to you all purchase offers and will act in accordance with your written instructions with respect to each such offer.
- c. DE will use its own advertising and public relations staff to advertise and promote the Property through exposure in appropriate publications.

You have advised DE that the Property is not now the subject of a listing agreement with any other broker and you agree that you will not advertise the sale of the Property or list the Property with any other broker during the Listing Term. You will refer to DE promptly all inquiries concerning the Property, which you may receive. All appointments and negotiations will be conducted by a representative of Douglas Elliman Real Estate. You agree that if you terminate this Listing Agreement prior to its expiration, you will reimburse DE for its marketing expenses.

Co-Broking Arrangements

You authorize DE, at our sole discretion, to invite the cooperation of and to retain real estate brokers, some or all of whom may be acting on behalf of prospective purchasers, in connection with offering the Property for sale. DE agrees to compensate any such other brokers retained by DE from the commission received by DE hereunder. Under no circumstances shall the total commission exceed 5% regardless of any co-broking arrangements. DE agrees to indemnify you and hold you harmless, to the extent of sums actually received by DE from you pursuant to this Agreement, from and against claims by any such other brokers retained by DE; provided that DE shall have had full opportunity to conduct the defense of any such claim using counsel of DE's choosing, your having fully cooperated with DE in the conduct of such defense and your not having entered into any settlement of any such claim without DE's prior written consent.

Ownership

You represent that you own the Property and may enter into this Agreement and sell the Property without any other person's consent other than consent of the United States Bankruptcy Court for the Southern District of New York. This listing agreement is subject to the approval of the United States Bankruptcy Court for the Southern District of New York, which you shall promptly seek to obtain approval of. You represent that all information about the Property that you have provided to DE was, and that all such information which you will provide to DE will be, true, complete and accurate when

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provided; and that you will not fail to disclose to DE any fact which might be material to a prospective purchaser's decision to purchase the Property or which might be legally required to be disclosed to a prospective purchaser. You represent that there does not currently exist a right of first refusal or an option to purchase or lease any part of the Property, nor will you create a right of first refusal or an option to purchase or lease any part of the Property during the listing term without the express written consent of DE.

You authorize DE to use photography and any public information about the Property in connection with DE's marketing efforts, and you authorize DE to reproduce and publish the photographs and any text from any brochure for the Property in publications and publicity efforts.

As used herein, the term "person" shall mean natural persons, partnerships, corporation, trusts and other entities.

Entire Agreement

This Agreement constitutes the entire agreement between you and DE and supersedes all prior discussions, negotiations and agreements, whether written or oral. No amendment, alteration, cancellation, or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both yourself and DE. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.

Governing Law

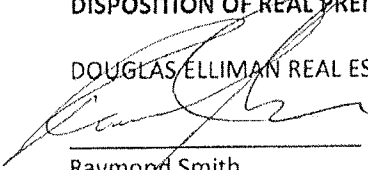
This Agreement shall be governed by the laws of the State of New York. Any disputes arising under this agreement shall be determined solely by the United States Bankruptcy Court for the Southern District of New York.

Conflict In Language

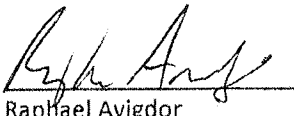
In the event of any conflict between the provisions of this Agreement and the Multiple Listing Service printed form, the provisions of this Agreement shall be paramount and prevail.

YOU ACKNOWLEDGE THAT IT IS UNLAWFUL UNDER APPLICABLE LAW TO DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, OR PHYSICAL HANDICAP IN THE ACQUIRING OR DISPOSITION OF REAL PREMISES.

DOUGLAS ELLIMAN REAL ESTATE

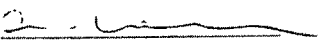

Raymond Smith
Senior Managing Director
Southampton Office

12/14/15
Date


Raphael Avigdor
Exclusive Listing Associate Broker
Southampton Office

12/14/15
Date

COSTAS KONDYLIS
SELLER


By: Alexia Leuschen,
Power of Attorney

Date